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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:
	:
Debtors.	:
	:
-----X	

**Chapter 11 Case No.
08-13555 (JMP)
(Jointly Administered)**

**SUPPLEMENTAL DECLARATION OF
ROBERT J. PAWLAK IN CONNECTION WITH THE RETENTION AND
EMPLOYMENT OF HURON CONSULTING GROUP AS TAX COMPLIANCE
AND ADMINISTRATIVE ACCOUNTING SERVICE PROVIDER TO THE DEBTORS**

Robert J. Pawlak makes this declaration under 28 U.S.C. § 1746, and states:

1. I am a Managing Director of Huron Consulting Services LLC (that practices as Huron Consulting Group) ("Huron"), a multi-disciplinary consulting firm with practice areas in financial, accounting, and litigation consulting which include turnkey project management and staff augmentation in accounting and finance, tax, corporate governance, and bankruptcy support. I submit this supplemental declaration (the "Supplemental Declaration") on behalf of Huron in support of my February 23, 2009 declaration in support of Lehman Brothers Holdings Inc.'s ("LBHI," together with its affiliated debtors and debtors in possession the "Debtors") Application for an Order Pursuant to Sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a) Authorizing the Employment and Retention of Huron

Consulting Group as Tax Compliance and Administrative Accounting Service Provider to the Debtors (the “Application”) [Docket No. 2905]. The retention and employment of Huron was approved by order of this court on March 12, 2009 [Docket No. 3072].

The Huron Engagement

2. The engagement letter between Huron and LBHI, dated December 17, 2008 (the “Engagement Letter”) and filed as Exhibit A to the Application, provided LBHI with the option to request that Huron perform certain additional services beyond the tax return preparation contemplated in the Engagement Letter and outside of the scope of Huron’s tax services (the “Additional Services”). Pursuant to the Engagement Letter, Huron agreed that the scope of the Additional Services will be stated in writing and that Huron’s stated rates for the related service and personnel will apply. Huron stated in the Engagement Letter that its standard ranges of rate for non-tax related work, which are subject to adjustment in the ordinary course, are as follows:

<u>Title</u>	<u>Hourly Rate</u>
Managing Director	\$325 to \$730
Director	\$225 to \$620
Manager	\$185 to \$575
Associate	\$185 to \$345
Analyst	\$125 to \$245

3. LBHI has now determined the nature and scope of the Additional Services, and has requested that Huron perform the Additional Services pursuant to a supplemental statement of work (“Supplemental SOW”). A copy of the Supplemental SOW is attached hereto as Exhibit 1.

4. I am submitting this Declaration for the purpose of disclosing the scope of the Additional Services and the respective fee structure for those services.

5. Pursuant to the Supplemental SOW, the Additional Services will include providing personnel to LBHI to provide services in the area of claims reconciliation and administration and general financial reporting assistance. The Additional Services will be performed under the direction, control and oversight of the Debtors and their court appointed advisors including but not limited to Alvarez and Marsal North America, LLC, the Debtors' Chief Restructuring Officers. Pursuant to the Supplemental SOW, Huron agrees to provide the Additional Services at an hourly rate of \$125 to \$245, which is consistent with the fee structure contemplated in the Engagement Letter, as described above, for non-tax related services.

I declare under penalty of perjury that, to the best of my knowledge, and after reasonable inquiry, the foregoing is true and correct.

Dated: New York, New York
November 11, 2009

HURON CONSULTING SERVICES LLC

/s/ Robert J. Pawlak

Robert J. Pawlak
Managing Director

EXHIBIT 1

(Supplemental Statement of Work)



SUPPLEMENTAL STATEMENT OF WORK No. 1

Pursuant to Engagement Letter between Lehman Brothers Holdings Inc. and Huron Consulting Services LLC ("Huron") dated December 17, 2008 (the "Engagement Letter") and ORDER GRANTING THE DEBTORS' APPLICATION PURSUANT TO SECTIONS 327(a) and 328(a) OF THE BANKRUPTCY CODE TO RETAIN AND EMPLOY HURON CONSULTING GROUP AS TAX SERVICES PROVIDERS *NUNC PRO TUNC* TO JANUARY 23, 2009 (the "Order")

Objectives and Scope

The objectives and scope of the engagement are to provide personnel to provide services in the area of claims reconciliation and administration and general financial reporting assistance. (the "Services".) We understand that the Services will be performed under the direction, control and oversight of the Debtors (as defined in the Engagement Letter) and their court appointed advisors including but not limited to Alvarez & Marsal (A&M).

Our Services

Our Services will consist of providing support resources to the Debtors in the claims management and administration process and general financial reporting process on an as-needed basis. Huron will provide resources that perform at the direction of the Debtors' oversight team. Huron's personnel will have specific experience and capabilities in specific areas required by the Debtors.

All work product formats and deliverables will be prepared in compliance with the Debtors' standards.

Our work product for these Services, whether oral or written, is solely for your internal use. We will not prepare or issue any written opinions or reports.

The Services are intended solely for the Debtors' use in connection with the Matter and should not be used or relied upon for any other purpose. Any written work product we prepare for is to be used solely for purposes of this Matter and may not be published or used, in whole or in part, for any other purpose without our written permission.

We are a management consulting firm and not a CPA firm, and do not provide attest services, audits or other engagements in accordance with the AICPA Statements on Auditing Standards. Any accounting related services that we may provide you will be in our role as additional accounting resources to you. We will not be auditing any financial statements or performing attest procedures with respect to information in conjunction with this engagement. The Services are not designed, nor should they be relied upon, to identify weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies.

The Services will be coordinated by Robert Pawlak, Managing Director, but will include other Huron personnel. Our staff will take ultimate direction from the Debtors and their retained professionals, as applicable.

Your Responsibilities

In connection with our provision of Services, the Debtors will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

You will designate an employee or employees who will make or obtain all decisions with respect to this engagement on a timely basis. You also agree to ensure that all assumptions set forth below are accurate and to provide us with such further information we may need and which we can rely on to be accurate and complete. You also agree to cause all levels of your employees and contractors to cooperate fully and timely with us. We will be entitled to rely on the fact that all of your decisions and approvals are made independently and we will not be obligated to evaluate, advise on, confirm, or reject such decisions and approvals.

To help maximize the value of our work to you and to keep the project moving on schedule, you agree to comply with all of our reasonable requests and to provide us timely access to all information and locations reasonably necessary to our performance of the Services.

No final position papers or financial statements will be issued by Huron or its employees. All final memorandums will be on your letterhead under the name and signature of your employee.

Engagement Assumptions

Our Services are based on the following assumptions, representations and information supplied by you.

The successful delivery of our Services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions, and (iii) timely decisions and approvals by your management. You shall be solely responsible for applying your independent business judgment with respect to the Services and deliverables provided by us, to make all implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or work product. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

Fees and Expenses

As outlined in the December 17, 2008 Engagement Letter, Huron's range of hourly rates for non-tax Services are as follows:

<i>Level</i>	<i>Hourly Bill Rate</i>
<i>Managing Director</i>	<i>\$325-730</i>
<i>Director</i>	<i>\$225-620</i>
<i>Manager</i>	<i>\$185-575</i>
<i>Associate</i>	<i>\$185-345</i>
<i>Analyst</i>	<i>\$125-245</i>

Based on Huron's estimation of the level of effort and related experience required to perform the Services, Huron agrees to provide, irrespective of biller level, the claims processing assistance as specifically contemplated herein at an hourly rate of \$125-245. Should a biller at a level higher than \$245/hour be required, such person may only be added to the project following the Debtors' advance written approval of such person and rate. Any financial reporting assistance shall be provided in accordance with the schedule provided above. The hourly rates described herein are subject to adjustment in connection with any future adjustment to Huron's rate schedule on a ratable basis. Any such future rate adjustment will be preceded by at least one month written notice to the Debtors. Testimony or other requirements beyond the supplemental claims resources contemplated herein will be billed at the customary billing rate then in effect for the individual involved.

Out of pocket expenses will be billed in accordance with the Engagement Letter. Except as expressly modified herein, all other terms and conditions of the Engagement Letter as modified by the Order shall be applicable to this Supplemental Statement of Work.

* * * * *

We appreciate the opportunity to be of service to you and look forward to working with you on this project. You can be assured that it will receive our close attention.

Acknowledged and Accepted, Subject to Bankruptcy Court Approval:

Lehman Brothers Holdings, Inc., Debtor-in-Possession

By: 

Title: William Fox, Exce Vice President

Date: 11/13/09

HURON CONSULTING SERVICES LLC

By: 

Title: Managing Director

Date: October 27, 2009